

# Agenda Item Form

Agenda Date: 09/21/04

Districts Affected: ALL

Dept. Head/Contact Information: Norman C. Merrifield/Alicia Terrazas (ext. 4057)

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: User Fee

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:    ☐ High      ☒ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Necessary to permit Employee Contractor Contracts to perform duties outlined in contracts

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Contracts are for performance of services. Maintenance and operating expenditures are nil.

## Statutory or Citizen Concerns:

Demands and needs are met.

## Departmental Concerns:

Approval of contracts enables Parks & Recreation Department to meet it's mission, objectives and functions.

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2004/2005** appropriations to be approved by the City Council.

### AQUATICS

**DEPARTMENT ID: 51010281, ACCOUNT 501011**

1. CONTRACTOR: Jacklyn Gallegos, Sr. Lifeguard , Step 1  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$6.60  
CONTRACT NO: **2004/2005-143**
2. CONTRACTOR: Sonny Bernal, Lifeguard, Step 3  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$6.20  
CONTRACT NO: **2004/2005-144**
3. CONTRACTOR: Kristopher Martinez, Swim Instructor, Step 1  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$5.35  
CONTRACT NO: **2004/2005-145**
4. CONTRACTOR: Priscilla Perry, Lifeguard, Step 3  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$6.20  
CONTRACT NO: **2004/2005-146**
5. CONTRACTOR: Gilbert Quinones, Pool Attendant, Step 3  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$5.80  
CONTRACT NO: **2004/2005-147**
6. CONTRACTOR: Omar Ramirez, Pool Attendant, Step 4  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$6.00  
CONTRACT NO: **2004/2005-148**
7. CONTRACTOR: Joseph Villalobos, Swim Instructor, Step 1  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$5.35  
CONTRACT NO: **2004/2005-149**

8. CONTRACTOR: Brittney R. Villalva, Swim Instructor, Step 1  
DATES: October 01, 2004 through September 30, 2005  
RATE PER HR: \$5.35  
CONTRACT NO: 2004/2005-150

**APPROVED** this 21<sup>st</sup> day of September, 2004.

**THE CITY OF EL PASO**

**ATTEST:**


\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Norman C. Menifield, Director  
Parks & Recreation Department



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-143

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JACKLYN GALLEGOS

SS#:

Address:

City/State/Zip:

Phone:

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*[Signature]*

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*[Signature]*  
Parks and Recreation Director

\_\_\_\_\_  
*[Signature]*  
Program Coordinator

\_\_\_\_\_  
*[Signature]*  
Superintendent

\_\_\_\_\_  
*[Signature]*  
Administrative Analyst

DEPARTMENT ID: 51010281  
CLASS: 51151  
FUND: 16303  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2004/2005-144

STATE OF TEXAS     )  
                              )  
COUNTY OF EL PASO     )     **EMPLOYMENT CONTRACT**  
  **PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and SONNY BERNAL, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of LIFEGUARD, STEP 3, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about OCTOBER 1, 2004 and shall continue until SEPTEMBER 30, 2005.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.20 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

SB

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-144

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: \_\_\_\_\_ SONNY BERNAL \_\_\_\_\_  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Sonny Bernal*

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director  
\_\_\_\_\_  
Program Coordinator  
\_\_\_\_\_  
Superintendent  
\_\_\_\_\_  
Administrative Analyst

STATE OF TEXAS       )  
                                   )  
 COUNTY OF EL PASO    )       **EMPLOYMENT CONTRACT**  
                                   )       **PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and KRISTOPHER MARTINEZ, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about OCTOBER 1, 2004 and shall continue until SEPTEMBER 30, 2005.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

KLM



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-145

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: KRISTOPHER MARTINEZ  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Kristopher Martinez*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*Guadalupe Cuellar*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Michael Chappell*

Parks and Recreation Director

\_\_\_\_\_  
*Dellmar K. Hall*

Program Coordinator

\_\_\_\_\_  
*Karen S. Fuller*

Superintendent

\_\_\_\_\_  
*Q. D. Durrett*

Administrative Analyst

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO ) EMPLOYMENT CONTRACT  
 PARKS AND RECREATION

Parks/Employment Contract Page

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-146

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: \_\_\_\_\_ PRISCILLA PERRY  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Priscilla Perry

**PARENT(S) (If Minor)**

\_\_\_\_\_  
Teresa H. Perry

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-147

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: \_\_\_\_\_ GILBERT QUINONES  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Gilbert Quinones*

**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Mark P. ...*  
Parks and Recreation Director

\_\_\_\_\_  
*Delfina ...*  
Program Coordinator

\_\_\_\_\_  
*Kevin ...*  
Superintendent

\_\_\_\_\_  
*R. ...*  
Administrative Analyst

DEPARTMENT ID: 51010281  
CLASS: 51151  
FUND: 16303  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2004/2005-148

STATE OF TEXAS )  
COUNTY OF EL PASO ) **EMPLOYMENT CONTRACT**  
**PARKS AND RECREATION**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and OMAR RAMIREZ, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of POOL ATTENDANT, STEP 4, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
2. **TIME OF PERFORMANCE** The employment of contractor is to commence on or about OCTOBER 1, 2004 and shall continue until SEPTEMBER 30, 2005.
3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-148

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

CONTRACTOR:

Name: \_\_\_\_\_ OMAR RAMIREZ  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  


**PARENT(S) (If Minor)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst



STATE OF TEXAS

COUNTY OF EL PASO

)  
) **EMPLOYMENT CONTRACT**  
) **PARKS AND RECREATION**

DEPARTMENT ID: 51010281  
CLASS: 51151  
FUND: 16303  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2004/2005-149

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and Joseph Villalobos, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a Swim Instructor for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter; and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of Swim Instructor, Step 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.

2. **TIME OF PERFORMANCE** The employment of Contractor is to commence on or about October 1, 2004 and shall continue until September 30, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same it, it is agreed that this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of the Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under this agreement.



**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-149

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

**CITY:** Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: JOSEPH VILLALOBOS  
SS#: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Joseph Villalobos

**PARENT(S) (If Minor)**

\_\_\_\_\_  
G. Villalobos

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Parks and Recreation Director

\_\_\_\_\_  
Program Coordinator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Administrative Analyst



STATE OF TEXAS

COUNTY OF EL PASO

)  
)  
)

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

DEPARTMENT ID: 51010281  
CLASS: 51151  
FUND: 16303  
PROJECT: P500203  
SPEED CHART: P0181  
ACCOUNT: 501011  
CONTRACT NO: 2004/2005-150

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and BRITTNEY R. VILLALVA hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter; and

**WHEREAS**, contractor is knowledgeable and capable of rendering said employment to the City;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.

2. **TIME OF PERFORMANCE** The employment of Contractor is to commence on or about OCTOBER 1, 2004 and shall continue until SEPTEMBER 30, 2005.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same it, it is agreed that this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of the Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under this agreement.

**EMPLOYMENT CONTRACT  
PARKS AND RECREATION**

CONTRACT NO: 2004/2005-150

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas  
2 Civic Center Plaza  
El Paso, Texas 79901-1163

**CONTRACTOR:**

Name: BRITTNEY R. VILLALVA

SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement in El Paso, Texas on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF EL PASO, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**CONTRACTOR:**

\_\_\_\_\_  
*Brittney R. Villalva*

**PARENT(S) (If Minor)**

\_\_\_\_\_  
*Deann Villalva*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*John C. Angel*  
Parks and Recreation Director

\_\_\_\_\_  
*Delma R. Hallip*  
Program Coordinator

\_\_\_\_\_  
*Samuel D. Fuller*  
Superintendent

\_\_\_\_\_  
*B. D. Mancini*  
Administrative Analyst